UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA

Claim No: 1999A20316

vs.

\$ \$ \$ \$ \$

Raymond L. Holland

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Washtenaw County, Michigan within the jurisdiction of this Court and may be served with service of process at 426 Hawkins Street, Ypsilanti, Michigan 48197.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (after application of all prior payments, credits, and offsets)	\$2,834.41
B. Current Capitalized Interest Balance and Accrued Interest	\$5,135.53
C. Administrative Fee, Costs, Penalties	\$8.02
D. Credits previously applied (Debtor payments, credits, and offsets)	\$0.00

E. Attorneys fees

\$0.00

Total Owed

\$7,977.96

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

- B. For attorneys' fees to the extent allowed by law; and,
- C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Raymond L. Holland 818 Madison Ypsilanti, MI 48197

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 01/08/99.

On or about 10/27/87, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00 from Merchants National Bank Of Topeka at 8 percent interest per annum. This loan obligation was guaranteed by Nebraska Student Loan Program and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$13.13 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 12/13/88, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,834.41 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 05/04/93, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal: \$2,834.41
Interest: \$2,069.54
Administrative/Collection Costs: \$8.02
Late fees: \$0.00

Total debt as of 01/08/99: \$4,911.97

Interest accrues on the principal shown here at the rate of .62 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

5:12-cv-13189-JCO-MKM Doc # 1 Filed 07/20/12 Pg 4 of 5 Pg ID 4

Nama-P Nebraska Student Loan Pr	ogram Application/redus		EGEIVED NOV	/ 0 2 198 7 C	3 GSL
	VILLERO A CALCE STATEMENT OF	MICREPOFSENTATION	ON THIS FORM IS SUBJ	ECT TO PENALTIES W	
SECTION 1—TO BE COMPLETED E	MENT OWNER THE ONLIED STATES	CHIMINAL CODE AND	y with a ballpoint per		
Social Security Number	2. Last Name	First	M.I.	3. Birth Date (Mo./Da)	
	5. Permanent Home Address	Street Street	City	State	ZIP Code + 4
(2/2) //A 2 or (7et '7	oid mil	Ups	ilant.	my is I	ZIF Code + 4
(3/3) 482 8287 6. U.S. Citzenship Status	7. Driver's License Number Str	ate 8. State of Lega	al Residence	9 Have you ever defait	alted on an educations
ভারে U.S. Citizen, National or related status		State M	Since 7/64	loan? (See instructi If yes, give details	on a separate sheet
(b) Permanent Resident or Eligible Noncitizen (See instructions)	Full-time	is intended, h	hool year for which this loan lave you ever been enrolled	paper including w been made, if any, i	hat arrangements ha o repay this debt.
(c) Neither a nor b (See instructions) Alien Registration #	☐ At least half-time	□ Yes Ø No	beyond the high school level?	13 What period do you	want this toan to cover?
10. Requested their Amount	☐ Less than half-time	23 703 \$2110		From. (Mo /Yr.)	o: (Mo//Yr.)
14 While in School, You Intend to Live ("X" On	a) ☐ With Parents ☐ On Campu	s ØOH Campus	Harris Ha	1018 1	4188 Major (7
Address SAME	,	•			Use Code on page
		Phone	,		4 of Instructions.
16. Do you have any outstanding GSL, FISL, PLU	5, SLS, ALAS debts? ☐ Yes, ☐ No 11 yes, ☐ City & State of Lender	Unpaid Balance & Interest Rate	20011101101	Attach a separate sheet i Loan Type nd GSI., FISL, PLUS	I more space is needed Student etc. Grade Level
Name of Lender	\$\$		%		
	\$		%		
17. (a) Endorser (if any), Parent or Guardian (C	ircle one) (b) Adult Relative, Fi	riend or Separated Parent	(Circle ons) (c) (Other Adult Relative or Fr	iend (Circle one)
Name LucilE LEGI	5 Name JOE	LEWIS	Name Car	My Follan	<i>d</i>
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City, State, ZIP 4PSI lands				15 27 37 /os/17, _	MiCA 73
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SECTION II - TO BE COMPLETED 19, Name of School	BY SCHOOL 11.6		20. For School Use	21 School Code	Branch I.C
USA TRAINING	ACADEMY, INC.			01.2262	
22. Address Street		City State	ZIP Code - 4	23. Area Code/Teleph	one Numbri
955 SOUTH CHA	PEL STREET N 24B. Loan Period Covers: 25. F	IEWARK DE Borrower Grade Level	19714 26. Depande	ncy Status 27 Anticipa	31-1555 led Graduation Date
From To:			XX X XDepen	1	y/Yr)
10/01/87 04/30/88			10304050 Clindeps	04/30	1/22
28 Estimated Cost of Education for 29. Esti		Family Contribution for	31. Difference (Item 28 minus I		nount School Approves
Loan Period Los	.983 s 34		s 3450	5	3450
33 My signature conlifies that I have read and age	sed to the School Certification on the revers	e side	, 10/30/87	34 Suggested Disburs (Mo 'Oay/Yr)	ement Dates
11/1/6		Date	<u> </u>	1	The terminal laws . Inches
Signature of School Official	DAVID G.	CROSS, F.A.C		² - _{ASAP}	
SECTION III – TO BE COMPLETE				3.	
35. Name of Lender MERCHANTS NATIONAL			36 For Lender Use	37. Schoduled Disbu and Dates (Mo./I	Prisement Amounts Day/Yr.)
38. Address	City State ZIP Code + 4	39, Area Code/Te	lephone Number	2.5	
P.O. BOX 6961	LINCOLN NE 68506	41 Lender Code		3 \$	
40 Signature of Authorized Lending Official	Dlas	K/iL/	725	Total \$ 45 List current born	
42. Print or Type Name and Title	park!	43. Date (Mo./Day	rýr.) 44. NSLP USE	at your institutio	n (see instructions) PLUS/SLS/ALAS
Syllian Brown	r. Studin Lad	11/1/12/	1 87	GSI FISL S	**************************************
BORHOWER: TERMS OF PROMISSORY NO ON REVERSE SIDE.	BUH	ROWER: UPON COMPLET	TON SUBMIT LENDER,		***************************************

Promissory Note (softland from Application/Promissory Entr)

B. Data Note Becomes Use: I will repay this loan in periodic installments during a repayment period that will begin no later than the day after the last day of my grace period. My grace period that period of time which begins when I cease to be enrolled as at least a half-time student at a school that participates in the Guaranteed Student Loan Program. During my grace period that period of time which begins when I cease to be enrolled as at least a half-time student at a school that participates in the Guaranteed Student Loan Program. During my grace period

however, I may request that my repayment period begin on the earlier date.

C. Interest, I agree to pay an amount equivalent to simple interest on the unpaid balance of my loan from the date it is advanced to me until it is paid in full. The Secretary of Educatic (Secretary) will pay the interest that accrues on this loan prior to the repayment period and during any determent period, if it is determined that I qualify to have such payments made on me of the regulations governing the GSL Program. In the event the interest on this loan is payable by the Secretary, the lender may not attempt to collect this interest from me. I may behalf under the regulations governing the GSL Program. In the event the interest on this loan is payable by the Secretary, the lender may not attempt to collect this interest from me. I may however, choose to pay this interest may accord to the repayment period begins! I will be responsible for payment of all the interest that accrues on this loan prior to the repayment period was payable by the Secretary will pay the interest that accrues during any period of deferment described under DECERMENT in the on this loan prior to the repayment period was payable by the Secretary, the lender is interest that accrues during any period of deferment described under DECERMENT in the Burnary period of the repayment period and during any period of deferment described under DECERMENT in the secretary will pay the interest that accrues during any period of deferment described under DECERMENT in the secretary will pay the interest that accrues during any period of deferment described under DECERMENT in the secretary will pay the interest that accrues during any period of deferment described under DECERMENT in the secretary will pay the interest that accrues during any period of deferment described under DECERMENT in the secretary will pay the interest that accrues that accrues that accrues that accrues that accrues that accrues the under the secretary will be made to the secretary will be repayment to

The Origination that for the loan amount that is authorized by Federal law. The lender an origination the notion exceed the percentage of the loan amount that is authorized by Federal law. The lender may deduct this fee from the proceeding the loan.

Secretary or the NSLP finds it was an installment payment when due, or to meet other terms of the Promissory Note under circumstances where it secretary or the NSLP finds it was about the conclude that the borrower no longer intends to honor the obligation to repay, provided that this failure persists for (1) 180 days for a local repayable in monthly installments, or (2) 240 days for a local repayable in less frequent installments. If I default on this loan (1) the lender may declare the entire unpulit angulant of the local including interest, immediately due and payable; (2) the ender, holder or NSLP may disclose to schools I have attended (or am currently attending) information about the default; (3) I will including interest, immediately due and payable; (2) the ender in programs: Pell Grant, Supplemental Educational Opportunity Grant, College Work-Study, State Student Formation of the following Federal programs: Pell Grant, Supplemental Educational Opportunity Grant, College Work-Study, State Student Loans, Guaranteed Student Loans, Supplemental Student Loans, PLUS Loans or Consolidation Loans: and (4) I will be fineligible for the programs of the Promissory Note. E Default and Acceleration: Default means the failure of a borrower to make an installment payment when due, or to meet other terms of the Promissory Note under circumstances where the

F. Collection Carles Late Charges: If I fail to pay any of these amounts when they are due, I will also pay all charges and other costs - including attorney's fees - that are permitted by Federal is and regulations for the collection of these amounts. If this loan is referred for collection to an agency that is subject to the Fair Debt Collection Practices Act, I will pay those collection cost which do not exceed a percent of the unpaid principal and accrued interest. It permitted by State law, the leader may collect from me a late charge if I fail to pay all of pair of a requirement within 10 days after it is due of if I fail to provide written evidence that verifies my eligibility to have the payment deferred as described under Deferment in the Promissory Byte. A jate charge may not exceed 6 cents for each dollar of each late installment. Promisery space. The principal of this loan at any time. If I do so, I will be entitled to a rebate of any unearned interest that I ha paid.

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B. Presented Little army option and without penalty, prepay all or any part of the principal of this loan at any time. If I do so, I will be entitled to a rebate of any unearmed interest that I have the companyment of the principal double of the provide your failure to enforce to me, including my Discipeure Statement, will be effective when mailed to the latest endress with the face can be walved or modified except in writing. (3) fixer failure to enforce to me, including my Discipeure Statement, will be effective when mailed to the latest endress with the face can be walved or modified except in writing. (4) if NSLP is required under its guarant in the report of the latest endress with the face can be walved or modified except in writing. (4) if NSLP will become the owner of this late in the wall the rights of the original lender; po enforce this Nazagainst me. (5) to repay my foan(s) have detailled. (5) In this kine, the writing will be an endorser in this late can be walved or modified except in writing. (4) if NSLP will become the owner of this late in this late can be walved or modified except in writing. (4) if NSLP will be endorser within the repair of this late of the original property. In the proceeds of this late of the original property in the late of the lat

bureau organization and must make a timely response to requests from about me. If not otherwise prohibited by liaw, the lender may disclose info

L. Borrower Rights and Responsibilities: Before signing this Promissory Note, re

M. Transfer of those. This Note may be transferred to a holder other than the a of any such transfer in writing.

I declare under penalty of perjury under the laws of the United States of Am application is true, complete and correct to the first of my knowledge and be up to the amount of this loan. I further authorize any school that I may after and to rediscose to other educational institutions for any purpose permitted other aspects of my student loan borrowing estory). I certify that the proceed by this application at the school named in Section II. I understand that I mexpenses related to attendance in that school for the loan period stated in its (P.L. 23-32) as amended, will not exceed the allowable maximums. I further State Student Incentive Claim that I receive a allowable maximums. I further State Student Incentive Claim that I receive to attend any school and am n Federally insured Student Loan, PLUS Laan, SLS Loan, or an ALAS Loan to loan, in full, or in part, made payable to the or at the lender's option, sointly of Borrower's Rights and Responsibilities supplied with this application. I understand that I will receive a Disposure Statement that identifies my loan pertinent to my loans). I understand and agree that if the information on t Disclosure Statement applies.

Disclosure Statement applies.

TITLE

c) Warrants that to the extent it has knowledge of any insolvency proceeding it has disclosed the same to NSLP.

2. Acknowledges that:

a) upon payment in full by NSLP of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, NSLP will have discharged all of its obligations to the undersigned arising out of said in Section I of Lender Agreement; and

b) notwithstanding payment by NSLP of the undersigned's claim and LP, or their age acceptance by NSLP of transfer of this instrument in consideration pain period cov thereof, NSLP has not waived any rights that it may have against the ng my educati undersigned pursuant to the terms of the aforesaid Lender Agreement.

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School Certific

I hereby certificate in the student named in Section I is accepted for enrollmen led or accepted that the student named in Section I is accepted for enrollmen led or accepted the four anneal in Section I is accepted for enrollment in a degree or certificate program. Based on records awallable to let the Higher Education Act of 1965, as amended, for attendance at the student has satisfied the requirements under the Selective Service Act necessary to receive financial knowledge and ballet. I certify that these dupon records available at this institution this satisfied the requirements under the Selective Service Act necessary to receive financial knowledge and ballet. I certify that these dupon records available at this institution this satisfied the requirements under the Selective Service Act necessary to receive financial knowledge and ballet. I certify that these dupon records available at the selective Service Act necessary to receive financial knowledge.

IS SEERS TO THE ABOVE TERMS AND CERTIFICATION.

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